

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

| | | |
|--|---|-----------|
| |) | Case No.: |
| |) | |
| FAY RUBIN, individually and on behalf of all |) | |
| other similarly situated consumers, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | |
| |) | |
| |) | |
| SAKS DIRECT INC., |) | |
| |) | |
| |) | |
| Defendants. |) | |

CLASS ACTION COMPLAINT

Plaintiff, Fay Rubin (“Rubin”) by and through undersigned counsel, pleading on her own behalf and on behalf of all others similarly situated, brings this Complaint against Defendant, Saks Direct Inc. (“Defendants”), and states as follows:

PRELIMINARY STATEMENT

1. Rubin brings this putative class action seeking penalties for violation of the Truth-in-Consumer Contract, Warranty and Notice Act (TCCWNA or Act), *N.J.S.A. 56:12-14 to -18*. The Act was codified in 1981 and designed to address the inclusion of provisions in consumer contracts, warranties, notices, and signs that violate consumer rights. *Shelton v. Restaurant.com, Inc.*, 214 N.J. 419, 431 (2013). The Act was specifically designed to prevent a defendant from absolving itself of liability and limiting the rights of consumers in seeking redress for damages incurred.

2. Contracts, warranties, notices, and signs that violate the TCCWNA, subject the violator to a penalty not less than \$100, and allow for the consumer to petition a court to terminate said contract. *N.J.S.A. 56:12-17*.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(d) because members of the proposed Class are citizens of states different from the Defendant's home state, there are more than 100 Class Members, and the amount in-controversy exceeds \$5,000,000, exclusive of interest and costs

4. This Court has jurisdiction over the Defendant because Defendant is physically present in the State of New Jersey and also has sufficient minimum contacts with New Jersey and/or otherwise intentionally avails itself of the laws and markets of New Jersey, through the promotion, sale, marketing and distribution of its goods and services in New Jersey, to render the exercise of jurisdiction by the New Jersey courts permissible.

5. Venue is proper in this District under 28 U.S.C. 1391(b) because Defendants improper conduct alleged in this complaint occurred in, was directed from, and/or emanated from this judicial district and/or because the Defendants are subject to personal jurisdiction in this district.

PARTIES

6. Rubin is a natural person, who at all relevant times has resided Lakewood New Jersey.

7. Saks Direct Inc. is a corporation conducting business within the State of New Jersey with its corporate headquarters located at 12 E 49th St Fl 2 New York, NY 10017.

ALLEGATIONS APPLICABLE TO ALL COUNTS

8. Plaintiff repeats, realleges, and reasserts the allegations contained in paragraphs 1 through 7 above and incorporates them as if specifically set forth at length herein.
9. Defendant owns and operates the websites www.saksfifthavenue.com and www.Saksoffifth.com where Defendant sells clothing and other merchandise directly to consumers.
10. Throughout the last six years, Rubin has made numerous purchases on saksfifthavenue.com.
11. Rubin is a “consumer” within the meaning of N.J.S.A. 56:12-15 in that she purchased goods from Defendant for personal, family, and household purposes.
12. Defendant is a “seller” within the meaning of N.J.S.A. 56:12-15.
13. Defendant’s websites provide similar terms and conditions sections. Exhibit A are those terms and conditions from www.saksfifthavenue.com.
14. Within these terms and conditions, Defendant blatantly obscures the effects of its disclaimers on residents of all jurisdictions.
15. By obscuring their effect on New Jersey residents however, Defendant has violated the TCCWNA.
16. In the general terms and conditions of both websites, Defendant’s website states:

The Saks parties shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use the website, including any liability: (i) as a publisher of information; (ii) as a reseller of any products or services; (iii) for any incorrect or inaccurate information; (iv) for any unauthorized access to or disclosure of your transmissions or data; (v) for statements or conduct of any third party on the website; or (vi) for any other matter relating to this website or any third party website. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental or consequential damages, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if an individual advises of the possibility of such damages. The limitations of liability set forth herein are

fundamental elements of the basis of the bargain between Saks and you. The products, information and services offered on and through the website would not be provided without such limitations.

Notwithstanding the foregoing, the sole and entire maximum liability of the Saks parties for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product, information or service purchased by you from Saks on this website.

Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you.

17. This clause violates the TCCWNA.

CLASS ACTION ALLEGATIONS

The Class

18. Rubin bring this class action on behalf of himself and all other similarly situated consumers pursuant to Rule 23 of the Federal Rules of Civil Procedure (“FRCP”) and seeks to represent the following class of people:

Class: All New Jersey consumers whom were offered, given, displayed or entered into the Terms and Conditions on Defendant’s www.saksfifthavenue.com and www.saksoffiffifth.com website, during the applicable statute of limitations through the date of final judgment in this action.

19. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment.
20. Excluded from the Class is the Defendant herein, and any person, firm, trust, corporation or other entity related to or affiliated with Defendant, including, without limitation, persons who are officers, directors, employees, associates or partners of Defendant.

Numerosity

21. Upon information and belief, the class consists of thousands of consumers throughout the State of New Jersey. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

22. The exact number and identities of the members of the Class are unknown at this time and can only be ascertained through discovery. Identification of the members of the Class is a matter capable of ministerial determination from Defendant's records.

Common Questions of Law and Fact

23. There are questions of law and fact common to the class that predominates over any questions affecting only individual Class members. These common questions of law and fact include, without limitation: (i) whether Defendants violated various provisions of the TCCWNA; (ii) whether the Plaintiff and the Class have been injured by the conduct of Defendant; (iii) whether the Plaintiff and the Class have sustained damages and are entitled to restitution as a result of Defendant's wrongdoing and, if so, what is the proper measure and appropriate statutory formula to be applied in determining such damages and restitution; and (iv) whether the Plaintiff and the Class are entitled to declaratory and/or injunctive relief.

Typicality

24. Plaintiff's claims are typical of the claims of the members of the Class, and the Plaintiff has no interests adverse or antagonistic to the interests of other members of the Class.

Protecting the Interests of the Class Members

25. Plaintiff will fairly and adequately represent the Class members' interests in that the Plaintiff's counsel is experienced and, further, anticipates no impediments in the pursuit and maintenance of the Class Action as sought herein.

Proceeding Via Class Action is Superior and Advisable

26. A class action is superior to other methods for the fair and efficient adjudication of the claims herein asserted.

27. The members of the Class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a Class Action.

28. Prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties.

29. A Class Action will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment also will permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

30. Absent a Class Action, the members of the Class will continue to suffer losses borne from Defendants breaches of Class members' statutorily protected rights as well as monetary damages, thus allowing and enabling: (a) Defendant's conduct to proceed and; (b) Defendant to further enjoy the benefit of its ill-gotten gains.

31. Defendant has acted, and will act, on grounds generally applicable to the entire Class, thereby making appropriate a final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

COUNT I
VIOLATION OF TRUTH IN CONSUMER CONTRACT, WARRANTY AND
NOTICE ACT N.J.S.A. 56:12-16

32. Plaintiff repeats, realleges and reasserts the allegations contained in paragraphs 1 through 17 above and incorporates them as if specifically set forth at length herein.

33. N.J.S.A. 56:12-16 states:

No consumer contract, warranty, notice or sign, as provided for in this act, shall contain any provision by which the consumer waives his rights under this act. Any such provision shall be null and void. No consumer contract, notice or sign shall state that any of its provisions is or may be void, unenforceable or inapplicable in some jurisdictions without specifying which provisions are or are not void, unenforceable or inapplicable within the State of New Jersey; provided, however, that this shall not apply to warranties.

34. Defendants terms and conditions state that certain liability provisions may be void and unenforceable or inapplicable in some jurisdictions, yet, Defendants terms and conditions do not specify which provisions are or are not void, unenforceable or inapplicable within the State of New Jersey.

35. Plaintiffs have been damaged and are entitled to relief.

PRAYER FOR RELIEF

WHEREFORE, Rubin, respectfully requests that this Court do the following for their benefit:

- a) Enter an Order certifying that this action may be maintained as a class action;
- b) Judgment awarding to the Plaintiff and Class Members not less than \$100 for each violation of the TCCWNA, pursuant to N.J.S.A. 56:12-17;
- c) Enter an Order terminating the above-referenced language in the provisions of the “Terms and Conditions” set forth on Defendants website, and ordering Defendants to remove said terms from its website;
- d) award costs and reasonable attorneys’ fees, pursuant to N.J.S.A. 56:12-17; and
- e) Grant such other and further relief as may be just and proper.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

Dated this 19th day of April, 2016

Respectfully Submitted,

_____/s/ Fred M. Zemel _____

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Exhibit A

Thank you for visiting our website. This Website is owned and operated by Saks Direct, Inc., a Saks Incorporated company. Please read the Website terms of use carefully before using this Website. By using this Website, you agree to be bound by all terms and conditions contained in these Terms of Use. If you do not agree to these Terms of Use, you may not access or otherwise use this Website. The Website is not intended for use by those under the age of 18 or the legal age of majority in their state of residence.

We may, in our sole discretion, modify these Terms of Use with or without notice to you. The "Last Updated" date at the top of these Terms of Use will indicate when the latest modifications were made. By continuing to access and use the Website after these Terms of Use are modified, you agree to such modifications. Therefore, you should review these Terms of Use prior to each use of the Website. In addition, when using particular services or features or making purchases at the Website, you will be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into these Terms of Use.

We are always ready to address your questions and concerns regarding this policy and our privacy practices. If you would like to speak to a Customer Service representative, please contact us through one of the following methods:

| | |
|----------------------|--|
| By Email: | service@saksoff5th.com |
| By Telephone: | 1.866.601.5105 |
| By Mail: | Saks Direct, Inc. P.O. Box 10327 Jackson, MS 39289 |

- [Purchase Policies](#)
- [Privacy Policy](#)
- [Intellectual Property](#)
- [Third Party Websites](#)
- [Website Use](#)
- [Termination](#)
- [Warranties, Disclaimers and Limitations of Liability](#)
- [Indemnification](#)
- [Applicable Law and Jurisdiction](#)

- [Customer Ratings and Reviews Terms of Use](#)
- [Miscellaneous](#)
- [More! Discount Program](#)
- [Saks Off 5th Text Alerts Program](#)

PURCHASE POLICIES

If you make a purchase at this Website, your purchase will be subject to additional purchase terms and conditions (collectively, "Purchase Policies") appearing on the Shipping, Returns & Exchanges, and Taxes pages, which are hereby incorporated into and made part of these Terms of Use. Please review our Purchase Policies before making any such purchase. By submitting payment information in connection with any such purchase, you agree to our Purchase Policies.

PRIVACY POLICY

Use of the Website is subject to the terms of our [Privacy Policy](#), which is hereby incorporated into and made part of these Terms of Use. Please carefully review our Privacy Policy. By using the Website, you agree to be bound by the terms of our Privacy Policy.

INTELLECTUAL PROPERTY

You acknowledge that all materials at this Website, including the Website's design, graphics, text, sounds, pictures, software and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of Saks and/or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in these Terms of Use are reserved to their respective copyright owners. Saks authorizes you to view and download the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. Except as expressly authorized by these Terms of Use, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of Saks or the respective copyright owner. In an absence of a written agreement, you may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, service marks, trade names, trade dress and logos (collectively, "Marks") contained or described at the Website are the sole property of Saks and/or its licensors and may not be copied, altered or otherwise used, in whole or in part, without the prior written authorization of Saks and/or its licensors. In addition, all page headers, custom graphics, button icons and scripts are the property of Saks and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of Saks. Saks reserves the right to enforce its intellectual property rights to the fullest extent of the law.

One or more patents may apply to the Website, including, without limitation: U.S. Patent Nos. 5,528,490; 5,761,649; and 6,029,142.

THIRD PARTY WEBSITES

Links at the Website to third party websites are provided only as a convenience to you. If you use these links, you will leave the Website. Saks does not control or endorse any such third party websites. You agree that the Saks Parties,

as defined below, will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk. You are advised that other websites on the Internet, including third party websites linked from this Website, might contain material or information: that some people may find offensive or inappropriate; that is inaccurate, untrue, misleading or deceptive; or that is defamatory, libelous, infringing of others' rights or otherwise unlawful. Saks expressly disclaims any responsibility for the content, legality, decency or accuracy of any information, and for any products and services, that appear on any third party website.

WEBSITE USE

You are required to establish an account at the Website in order to take advantage of certain features of this Website, such as making a purchase. If you provide information at the Website, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website; and (b) as permitted, maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is false, inaccurate or outdated, or Saks has reasonable grounds to suspect that such information is false, inaccurate or outdated, Saks has the right to suspend or terminate your account and prohibit any and all current or future use of the Website (or any portion thereof) by you.

You will create a username and password while completing the account registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to: (a) immediately notify Saks of any unauthorized use of your password or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. You agree to be responsible for all charges resulting from the use of your account at the Website, including charges resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying Saks. The Saks Parties cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

You agree to use the Website only for lawful purposes and that you are responsible for your use of and communications at the Website. You agree not to post on or transmit through this Website any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use this Website in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Website.

You further agree that you will not access this Website by any means except through the interface provided by Saks for access to the Website. Creating or maintaining any link from another website to any page at the Website without the prior authorization of Saks is prohibited. Running or displaying this Website or any information or material displayed at the Website in frames or through similar means on another website without the prior authorization of Saks is prohibited. Any permitted links to this Website must comply with all applicable laws, rule and regulations.

Saks makes no representation that Materials contained at the Website or products described or offered at the Website are appropriate or available for use in jurisdictions outside the United States, or that these Terms of Use comply with the laws of any other country. Visitors who use the Website and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access this Website from any territory where its contents are illegal, and that you, and not the Saks Parties, are responsible for compliance with applicable local laws.

TERMINATION

You agree that Saks may terminate or suspend your access to all or part of this Website, without notice, for any conduct that Saks, in its sole discretion, believes is in violation of these Terms of Use or any applicable law or is harmful to the interests of another user or the Saks Parties. Notwithstanding such termination or suspension, you will continue to be subject to the "Intellectual Property," "Warranties, Disclaimers and Limitations of Liability," "Indemnification," "Applicable Law and Jurisdiction" and "User Content and Conduct" sections of these Terms of Use.

Saks reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. Except as otherwise expressly stated in these Terms of Use, you agree that Saks Parties shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Website.

WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

Your use of the website is at your sole risk. The website and the materials contained herein are provided on an "as is" and "as available" basis. Except as otherwise expressly provided in these terms of use, Saks, its parent, subsidiary and other affiliated companies, and their respective officers, directors, employees and other representatives (collectively, the "Saks parties"), expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, the Saks parties make no warranty that: (i) the website will meet your requirements; (ii) the website will be uninterrupted, timely, secure, or error-free; (iii) information that may be obtained will be accurate or reliable; (iv) the quality of any products, services, information, or other material obtained by you through the website will meet your expectations or needs; and (v) any errors in the website will be corrected.

All products and services purchased on or through the website are subject only to any applicable warranties of their respective manufacturers, distributors and/or suppliers, if any. To the fullest extent permissible by applicable law, the Saks parties disclaim all warranties of any kind, either express or implied, including, any implied warranties, with respect to the products and services listed or purchased on or through the website. Without limiting the generality of the foregoing, the Saks parties expressly disclaim all liability for product defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection and non-compliance with any printed directions.

The Saks parties shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use the website, including any liability: (i) as a publisher of information; (ii) as a reseller of any products or services; (iii) for any incorrect or inaccurate information; (iv) for any unauthorized access to or disclosure of your transmissions or data; (v) for statements or conduct of any third party on the website; or (vi) for any other matter relating to this website or any third party website. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental or consequential damages, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if an individual advises of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between Saks and you. The products, information and services offered on and through the website would not be provided without such limitations.

Notwithstanding the foregoing, the sole and entire maximum liability of the Saks parties for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product,

information or service purchased by you from Saks on this website.

Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Saks Parties against all claims, demands, causes of action, losses, expenses, damages and costs (including any reasonable attorneys' fees), resulting or arising from or relating to your use of or conduct at the Website, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the Website, your breach of these Terms of Use, your infringement or violation of any rights of another, or termination of your access to the Website.

APPLICABLE LAW AND JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York in the United States, without regard to its choice of law provisions. You agree to submit to personal jurisdiction in the State of New York and further agree that any cause of action arising from or relating to the use of the Website or these Terms of Use shall be brought exclusively in the Federal or State Courts residing in New York, New York.

To the fullest extent of the law, you agree that any claim of cause of action arising from or relating to use of the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

CUSTOMER RATINGS AND REVIEWS TERMS OF USE

These Terms of Use govern your conduct associated with the Customer Ratings and Review service offered by Saks Fifth Avenue (the "CRR Service"). To the extent of any conflict between Saks Fifth Avenue's Privacy Policy and these Terms of Use, these Terms of Use shall control with respect to the CRR Service.

By submitting any content to Saks Fifth Avenue, you represent and warrant that:

- you are the sole author and owner of the intellectual property rights thereto;
- all "moral rights" that you may have in such content have been voluntarily waived by you;
- all content that you post is accurate;
- you are at least 13 years old;
- use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity.

You further agree and warrant that you shall not submit any content:

- that is known by you to be false, inaccurate or misleading;

- that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- for which you were compensated or granted any consideration by any third party;
- that includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
- that contains any computer viruses, worms or other potentially damaging computer programs or files.

You agree to indemnify and hold Saks Fifth Avenue (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers, including but not limited to Bazaarvoice, Inc.), harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including reasonable attorneys' fees, arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party.

For any content that you submit, you grant Saks Fifth Avenue a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world without compensation to you.

All content that you submit may be used at Saks Fifth Avenue's sole discretion. Saks Fifth Avenue reserves the right to change, condense or delete any content on Saks Fifth Avenue's website that Saks Fifth Avenue deems, in its sole discretion, to violate the content guidelines or any other provision of these Terms of Use. Saks Fifth Avenue does not guarantee that you will have any recourse through Saks Fifth Avenue to edit or delete any content you have submitted. Ratings and written comments are generally posted within two to four business days. However, Saks Fifth Avenue reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not Saks Fifth Avenue, are responsible for the contents of your submission. None of the content that you submit shall be subject to any obligation of confidence on the part of Saks Fifth Avenue, its agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.

By submitting your email address in connection with your rating and review, you agree that Saks Fifth Avenue and its third party service providers may use your email address to contact you about the status of your review and other administrative purposes.

MISCELLANEOUS

These Terms of Use constitute the entire and only Terms of Use between Saks and each user of the Website with respect to the subject matter of these Terms of Use. If any provision of these Terms of Use be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining

provisions will not be affected.

The failure of the Saks Parties to insist upon strict adherence to any term of these Terms of Use shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in these Terms of Use.

MORE! DISCOUNT PROGRAM

The More! discount program from Saks Fifth Avenue OFF 5TH is free to join gives you access to additional discounts and special offers which are valid only at Saks Fifth Avenue OFF 5TH stores and at saksoff5th.com. Not valid at Saks Fifth Avenue stores or saks.com. Enrollment in the More! program constitutes acceptance of all published More! member benefits as outlined herein.

- There may be only one membership per person.
- No purchase is necessary to enroll in the More! discount program.
- A current valid email address and phone number is required for a member to be eligible for coupon offers, special discounts, private shopping events, and event updates.
- Saks Fifth Avenue OFF 5TH may, at its sole discretion, alter, limit, or modify More! program rules, regulations, or any other features of the program without notice.
- More! discounts and special offers are subject to availability and applicable terms and conditions.
- Corporations, groups or other entities are not eligible to become More! members.
- Saks Fifth Avenue OFF 5TH, at its sole discretion, reserves the right to void More! membership.
- More! discounts cannot be applied to the purchase of gift cards.
- For more information please contact our customer service department at **1.866.601.5105** or visit us on the web at www.saksoff5th.com/more.
- All communication with More! members will be sent via email. By joining More!, members agree to receive email communication from Saks Fifth Avenue OFF 5TH and saksoff5th.com. You may unsubscribe to emails at any time. To unsubscribe, [click here](#). This will not affect your membership in the More! program.

SAKS OFF 5TH TEXT ALERTS PROGRAM

We'll text you when something special is happening at Saks OFF 5TH. Now sales, events & insider access are closer—and more immediate—than ever. And don't worry...you can always opt-out (no hard feelings).

By opting in to Saks OFF 5TH Text Alerts via online Web Form or Keyword, you agree to receive up to 3 autodialed marketing text messages per week delivered to the phone number provided at opt-in. Text HELP for info. Text STOP to cancel. Consent not required to purchase goods or services. Message and data rates may apply.

Shortcode: 633584 (OFF5TH)

Frequency: Up to 3 messages per week

Msg & Data rates may apply

Basic Commands:

Text **HELP** to 633584 for Info

Text **STOP** to 633584 to opt-out

How to subscribe/opt-in to Saks OFF 5TH Text Alerts:

- You may subscribe to Saks OFF 5TH Text Alerts subscription at any time by texting any of the following Opt-In keywords to 633584:

| Opt-In Keywords |
|-----------------|
| OFF5TH |

How to unsubscribe/opt-out of Saks OFF 5TH Text Alerts:

- You may cancel your Saks OFF 5TH Text Alerts subscription at any time by texting any of the following Opt-Out keywords to 633584:

| Opt-Out Keywords |
|------------------|
| STOP |
| CANCEL |
| UNSUBSCRIBE |
| END |

QUIT

- You will not receive any additional messages unless you opt-in to the program again.

Charges/User Fees:

- Message and data rates may apply. Saks Fifth Avenue OFF 5TH does not charge you to participate in the program. Saks Fifth Avenue OFF 5TH will not charge you for receiving or sending text messages to or from 633584.

Supported Carriers:

- AT&T, Sprint, T-Mobile, Verizon Wireless, Nextel, Boost iDEN, Alltel-Allied, Virgin Mobile, US Cellular, Cincinnati Bell, Boost Unlimited CDMA, C Spire Wireless, MetroPCS, Appalachian Wireless, Bluegrass Cellular, Cellular One ECIT, Centennial, Immix Wireless, Revol Wireless, West Central Wireless, Cellcom, Nex-Tech, Tracfone (AT&T), Cricket, Ntelos, Viaero Wireless, ACS Wireless, GCI Communications, Illinois Valley Cellular, Inland Cellular, Thumb Cellular, United Wireless, Cox Wireless, Golden State Cellular, Cellular One of NEPA, Carolina West, Element Mobile, Plateau Communications, i wireless, Chat Mobility, Northwest Missouri Cell, Panhandle Telecom, Pioneer Cellular, Syringa Wireless, Union Wireless, Cellular One MTPCS, Mobi PCS Wireless, Peoples Wireless, Cross Wireless, Epic Touch, Mosaic Telecom, Duet IP, Rural Independent Network, MobileNation, MTA Wireless, SRT Communications, DTC Wireless, Pine Cellular, SouthernLinc Wireless, Aio Wireless, Chariton Valley Cellular, MetroPCS/T-Mobile, Sagebrush Cellular.

Warranty

- Saks Fifth Avenue OFF 5TH will not be liable for any delays in the receipt of any SMS messages connected with this program. Delivery of SMS messages is subject to effective transmission from your wireless service provider/network operator.

